



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

**Case Reference** : **LON/00BK/MNR/2022/0061**

**HMCTS Code (paper, video, audio)** : **P: PAPERREMOTE**

**Property** : **Flat 21, One Church Square, 41 Vauxhall Bridge Rd SW1V 2TA**

**Tenant** : **Oliver James Lenthall and Emmeline Shun Yi Chiew**

**Landlord** : **Dolphin Living**

**Type of Application** : **Section 13 Housing Act 1988**

**Tribunal Members** : **Mr A Harris LLM FRICS FCI Arb**

**Date and venue of Consideration** : **13 July 2022 at 10 Alfred Place, London, WC1E 7LR**

**Date of Decision** : **13 July 2022**

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**DECISION**

The Tribunal does not have jurisdiction to determine this application for the reasons stated below.

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**Covid-19 pandemic: description of hearing**

This has been a remote hearing on the papers which has been consented to by the parties. The form of remote hearing was P:PAPERREMOTE. A face-to-face hearing was not held because one was not requested and all the issues could be dealt with on

paper. The documents that the Tribunal were referred to are the application and subsequent correspondence with 34 documents in an unstructured bundle, the contents of which have been noted.

## **REASONS**

### **The Application**

1. The Tribunal received an application from the Tenants, Oliver James Lenthall and Emmeline Shun Yi Chiew dated 31 March 2022. The application was received by the Tribunal on 31 March 2022.
2. The application referred a Landlord's Notice of Increase that was in relation to Flat 21, One Church Square, 41 Vauxhall Bridge Rd, SW1V 2TA (the subject property). The Notice of Increase was dated 21/2/2022 and proposed to increase the rent of the subject property from £1666.00 per month to £1800.99 per month with effect from 1 April 2022.

### **The Law**

3. The tribunal gains its jurisdiction to deal with rent increases of assured periodic tenancies (eg week to week or month to month) from section 13(1) of the Housing Act 1988. The section does not apply to fixed term tenancies.

### **Facts Found**

4. The subject property was let to the tenants for a fixed term of three years commencing on 2 January 2021 and ending on 2 January 2024. The tenancy agreement contains provisions allowing for a rent increase on 1 April each year.

### **Discussion and Reasons for the Decision**

5. The tenancy is a fixed term tenancy and not a periodic tenancy and is still within the fixed term. Therefore under the provisions of the Housing Act 1988 the tribunal has no jurisdiction to deal with the application.

Name: A Harris

Date: 13 July 2022

### **ANNEX - RIGHTS OF APPEAL**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking. Any appeal in respect of the Housing Act 1988 should be on a point of law.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

## **Housing Act 1988**

### ***Assured Tenancies***

#### ***Rent and other terms***

### **13 Increases of rent under assured periodic tenancies.**

(1) This section applies to—

- (a) a statutory periodic tenancy other than one which, by virtue of paragraph 11 or paragraph 12 in Part I of Schedule 1 to this Act, cannot for the time being be an assured tenancy; and
- (b) any other periodic tenancy which is an assured tenancy, other than one in relation to which there is a provision, for the time being binding on the tenant, under which the rent for a particular period of the tenancy will or may be greater than the rent for an earlier period.